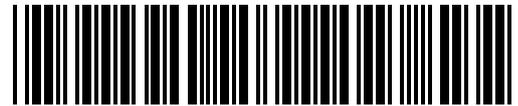




Registration of a Charge

Company Name: **BARWORKS (ANGEL) LIMITED**

Company Number: **08185447**



Received for filing in Electronic Format on the: **23/06/2022**

XB6SXSCG

Details of Charge

Date of creation: **21/06/2022**

Charge code: **0818 5447 0006**

Persons entitled: **BARCLAYS BANK PLC**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **BARCLAYS BANK PLC**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8185447

Charge code: 0818 5447 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st June 2022 and created by BARWORKS (ANGEL) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd June 2022 .

Given at Companies House, Cardiff on 24th June 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Case Reference No. BC/MO/5-19776021285/8234056



Urban Pubs & Bars Limited

(the *Agent*)

The Acceding Chargors listed in Schedule 1

(the *Acceding Chargors*)

and

Barclays Bank PLC

(the *Bank*)

**ACCESSION DEED TO A DEBENTURE
AND CROSS GUARANTEE**

DATED 21/06/2022

*[NOTE: PLEASE INSERT DATE OF
EXECUTION BY FINAL SIGNATORY IN
MANUSCRIPT]*

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IMPORTANT – PLEASE READ THIS NOTE BEFORE THIS ACCESSION DEED IS EXECUTED

This Accession Deed is an important legal document. We strongly recommend that you seek the advice of your solicitor or other legal adviser before executing this Accession Deed.

- This is an Accession Deed including fixed charges over the assets referred to in Clause 4(b) (*Fixed charges*), an assignment of the rights and assets referred to in Clause 4(c) (*Assignment*) and a floating charge over all of the other assets and undertaking of each Acceding Chargor in Clause 4(d) (*Floating charge*).
- The Bank will hold this Accession Deed as security for all debts and other liabilities owed to it by each Acceding Chargor, including under the agreement to pay contained in Clause 3 (*Agreement to pay*). This includes all present and future loans or facilities the Bank has granted or may in the future grant.
- Your liabilities under this Accession Deed will include any liabilities owed under any guarantee or indemnity which you have given to or may give to the Bank in the future.
- If any of the debts or liabilities secured or guaranteed by this Accession Deed are not paid when due, the Bank can appoint a receiver, or take possession of the property and any of the assets charged by this Accession Deed and sell them, and can appoint an administrator in relation to each Acceding Chargor.
- This Accession Deed is separate from and not limited by any other security or guarantee which you may have already given or may give to the Bank in the future.

IF A COMPANY/LLP INCORPORATED IN ENGLAND AND WALES EXECUTES THIS ACCESSION DEED, ALL PARTIES UNDERSTAND THAT THIS DOCUMENT (INCLUDING ANY ATTACHMENTS) WILL BE AVAILABLE FOR INSPECTION BY ANY PERSON AT COMPANIES HOUSE.

THIS ACCESSION DEED is made on the date specified on the front page of this Deed.

By:

- (1) **Urban Pubs & Bars Limited** (incorporated in England and Wales with registered number 08872447) for itself and for the Chargors (the **Agent**);
- (2) The entities listed in Schedule 1 (*The Parties*) to this Accession Deed (each an **Acceding Chargor** and together the **Acceding Chargors**); and
- (3) **Barclays Bank PLC** (Company Number 01026167) whose address for service is Lending Operations, PO Box 299, Birmingham, B1 3PF (the **Bank**).

Whereas

This Accession Deed is supplemental to a Debenture and Cross Guarantee dated 22 August 2019 between, inter alia, the Agent, the Chargors (as defined therein) and the Bank (the **Debenture and Cross Guarantee**).

IT IS AGREED as follows

1. **DEFINITIONS AND INTERPRETATION**

(a) **Definitions**

Save to the extent otherwise defined in this Accession Deed, terms defined in the Debenture and Cross Guarantee have the same meaning when used in this Accession Deed.

(b) **Interpretation and other provisions**

- (i) Clauses 1.2 (*Interpretation*) and 30 (*Miscellaneous Provisions*) of the Debenture and Cross Guarantee are incorporated in this Accession Deed as if they were set out in full in this Accession Deed, but so that references in those Clauses to this Accession Deed shall be construed as references to this Accession Deed.
- (ii) All the provisions contained in the Debenture and Cross Guarantee in relation to the security created by it and all the powers and rights conferred on the Bank and

any Receiver in relation to the security created by the Debenture and Cross Guarantee shall extend and apply to the security created by this Accession Deed.

- (iii) The Debenture and Cross Guarantee and Accession Deed shall be read together and construed as one instrument.

2. **ACCESSION OF ACCEDING CHARGOR**

Each Acceding Chargor agrees to be a Chargor for the purposes of the Debenture and Cross Guarantee with immediate effect and agrees to be bound by all of the terms of the Debenture and Cross Guarantee as if it had originally been a party to it.

3. **AGREEMENT TO PAY**

- (a) Each Acceding Chargor, as primary obligor and not merely as surety covenants with the Bank that it will pay and discharge on demand the Secured Obligations on the date(s) on which such Secured Obligations are expressed to become due or apply and in the manner provided for in the document under which liability for such Secured Obligations arises.
- (b) Each Acceding Chargor unconditionally and irrevocably and jointly and severally:
 - (i) guarantees to the Bank punctual performance of all of each other Chargor's payment obligations to the Bank;
 - (ii) undertakes to the Bank that whenever another Chargor does not pay any part of the Secured Obligations when due to the Bank, it shall immediately on demand pay that amount (in whatever currency denominated) as if it was the principal obligor; and
 - (iii) agrees with the Bank that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Bank immediately on demand against any cost, claims, charges, expenses, losses or liability it incurs as a result of another Chargor not paying any of part of the Secured Obligations which would, but for such unenforceability, invalidity or illegality, have been payable by it on the date when it would have been due. The amount payable by an Acceding Chargor under this indemnity (meaning for the avoidance of doubt, that an Acceding Chargor is required to fully reimburse the Bank) will not exceed the amount it would have had to pay under this Accession

Deed and/or the Debenture and Cross Guarantee if the amount claimed had been recoverable on the basis of a guarantee.

- (c) The covenants and obligations contained in this Clause 3 are given subject to, and with the benefit of, the provisions set out in Schedule 3 (*Waiver of Defences and Deferral of Rights*) of the Debenture and Cross Guarantee by each Acceding Chargor jointly and severally with each other Chargor.

4. **CHARGES**

(a) **General**

All security created by an Acceding Chargor under this Clause 4 is:

- (i) continuing security for the payment and discharge of the Secured Obligations;
- (ii) granted with full title guarantee;
- (iii) granted in respect of all the right, title and interest (if any), present and future of that Acceding Chargor in and to the relevant Security Asset; and
- (iv) granted in favour of the Bank.

(b) **Fixed charges**

Each Acceding Chargor charges by way of first fixed charge:

- (i) all Land in England and Wales now vested in it and not registered at the Land Registry;
- (ii) all Land in England and Wales now vested in it and registered at the Land Registry;
- (iii) all other Land which is now, or in the future becomes, its property;
- (iv) (to the extent that they are not Land) all plant, machinery, computers, vehicles, office or other equipment now or in the future owned by it and its interest in any plant, machinery, computers, vehicles, office or other equipment in its possession (but excluding any for the time being part of its stock-in-trade or work-in-progress) and the benefit of all contracts, licences and warranties relating to them;
- (v) (to the extent not validly and effectively assigned pursuant to Clause 4(c)(i) below) all Rental Income and the benefit to that Acceding Chargor of all other rights and claims to which that Acceding Chargor is now or may in the future become entitled

in relation to the Land including (but not limited to) all rights and claims of that Acceding Chargor against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of any Land and all chargors and sureties for the obligations of such persons;

- (vi) all Securities;
- (vii) the Insurance Contracts together with all rights and interest in the Insurance Contracts (including the benefit of all claims arising and, to the extent not validly and effectively assigned pursuant to Clause 4(c)(vi) below, all monies payable under them);
- (viii) all of its present and future goodwill;
- (ix) all of its present and future uncalled capital;
- (x) all of its present and future Intellectual Property Rights;
- (xi) all trade secrets, confidential information and know-how owned or enjoyed by it now or in the future in any part of the world;
- (xii) all trade debts now or in the future owing to it;
- (xiii) all other debts now or in the future owing to it save for those arising on fluctuating accounts with associates (as defined in section 345 of the Companies Act 2006);
- (xiv) all of its present and future right, title, benefit and interest in and to each Fixed Charge Account and each related Deposit; and
- (xv) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to it as security in respect of any Asset itself subject to a fixed charge in favour of the Bank.

(c) **Assignment**

Each Acceding Chargor assigns and agrees to assign all of its right, title, estate and other interests in and to:

- (i) the Rental Income and the benefit to that Acceding Chargor of all other rights and claims to which that Acceding Chargor is now or may in the future become entitled in relation to the Land including (but not limited to) all rights and claims of that Acceding Chargor against all persons who now are or have been or may become

lessees, sub-lessees, licensees or occupiers of any Land and all chargors and sureties for the obligations of such persons;

- (ii) the benefit of all guarantees, warranties and representations given or made by and any rights or remedies against all or any professional advisors now or at any time engaged by that Acceding Chargor in relation to any Land and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other equipment now or from time to time in the buildings erected or to be erected on any Land and any other person, firm or company now or from time to time under contract with or under a duty to that Acceding Chargor and the benefit of all sums recovered in any proceedings against all or any of such persons;
- (iii) the benefit of all Property Agreements and the proceeds of any claim, award or judgement arising out of any Property Agreement and all sums paid or payable to that Acceding Chargor under or in respect of any Property Agreement;
- (iv) each Assigned Account and each related Deposit;
- (v) (to the extent that any Intellectual Property Rights are not capable of being charged pursuant to Clause 4(b), whether by reason of lack of any third party consent which is required, or otherwise) its right, title and interest (if any) in and to any and all damages, compensation, remuneration, profit, rent, fees, royalties or income which it may derive from such Intellectual Property Rights or be awarded or entitled to in respect of such Intellectual Property Rights; and
- (vi) any sums payable to it pursuant to any Insurance Contract,

provided that nothing in this Clause 4(c) shall constitute the Bank as a mortgagee in possession.

(d) **Floating charge**

- (i) Each Acceding Chargor charges by way of first floating charge all its present and future undertaking and Assets of whatever type and wherever located.
- (ii) The floating charge created by each Acceding Chargor under Clause 4(d)(i) above shall be deferred in point of priority to all other security or security interests created under or pursuant to this Accession Deed.
- (iii) The floating charge created by each Acceding Chargor under Clause 4(d)(i) above is a "qualifying floating charge" for the purposes of paragraph 14(2)(a) of Schedule

B1 to the Insolvency Act 1986 (incorporated by Schedule 16 of the Enterprise Act 2002). Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to this Accession Deed.

(e) **Attorney**

Each Acceding Chargor, by way of security, irrevocably and severally appoints the Bank (and any Receiver or Delegate appointed under this Accession Deed) to be its attorney in accordance with the provisions of Clause 16 (*Further Assurances*) of the Debenture and Cross Guarantee. Each Acceding Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this Clause 4(e).

5. **REPRESENTATIONS**

Each Acceding Chargor makes the representations set out in Clause 7 (*Representations*) of the Debenture and Cross Guarantee on the date of this Accession Deed.

6. **CONSENT OF EXISTING CHARGORS**

The Chargors, acting by the Agent, agree to the terms of this Accession Deed and agree that its execution will in no way prejudice or affect any security granted by any of them by or under the Debenture and Cross Guarantee.

7. **NEGATIVE PLEDGE**

- (a) No Acceding Chargor shall, without the prior written consent of the Bank:
- (i) create, agree to create or permit to exist any trust, interest or Security Interest (howsoever ranking in point of priority) of any nature whatsoever (including such as arises by operation of law or any enactment) in, over or affecting all or any part of its Security Assets; or
 - (ii) subject to Clause 7(b) below, part with, grant or enter into a lease of, sell, transfer, assign or otherwise dispose of (including by way of declaration of trust) all or any part of its Security Assets or any interest in them or agree to do so.

- (b) Each Acceding Chargor undertakes to the Bank that, save as expressly permitted by the Bank in writing, it will not:
- (i) create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking *pari passu* with or subject to, the floating charges created by this Accession Deed and the Debenture and Cross Guarantee); or
 - (ii) sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business.

8. IMPLIED COVENANTS OF TITLE

The covenants set out in sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to paragraphs (b) to (d) of Clause 4 (*Charges*) above. It shall be implied in respect of paragraphs (b) to (d) of Clause 4 (*Charges*) above that each Acceding Chargor is disposing of the Security Assets free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

9. OWNERSHIP

Each Acceding Chargor is the legal and beneficial owner of, and has good and marketable title to, its Security Assets, in each case, free from security (other than that created by or pursuant to this Accession Deed) and restrictions and onerous covenants.

10. DELIVERY OF DOCUMENTS OF TITLE AND REGISTRATION

- (a) Each Acceding Chargor shall, on the date of this Accession Deed deliver (or procure delivery of) to the Bank, and the Bank shall be entitled to hold and retain during the Security Period, all deeds, certificates and other documents of title relating to the property charged pursuant to this Accession Deed (including any lease or licences relating to it) where originals thereof are not required to be registered.
- (b) Each Acceding Chargor shall, at any time as required by the Bank, execute and deliver to the Bank any documents and transfers to constitute or perfect an equitable or legal charge or a pledge (at the Bank's option) over any Securities, including uncertificated Securities within any clearing, transfer, settlement and/or

amendment, variation, restatement, assignment, replacement, refinancing, novation or departure (however substantial or material) of, to or from any document constituting any Secured Obligations.

12. COUNTERPARTS

This Accession Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original. All such counterparts will together constitute one instrument.

13. GOVERNING LAW AND JURISDICTION

Clause 31 (*Governing law and jurisdiction*) of the Debenture and Cross Guarantee shall be incorporated in this Accession Deed as if set out in full in this Accession Deed but so that references in that Clause to "this Deed" shall be construed as references to this Accession Deed.

You are strongly recommended to seek independent legal advice before signing.

This Accession Deed has been executed as a deed by each Acceding Chargor and the Agent and signed by the Bank and is delivered on the date stated at the beginning of this Accession Deed.

SCHEDULE 1 - THE ACCEDING CHARGORS

Name of Acceding Chargor	Country of Jurisdiction	Registration Number	Registered Address
Barworks (Angel) Limited	England and Wales	08185447	42 Brendon Street, London, W1H 5HE
Barworks (Brick Lane) Limited	England and Wales	05967871	42 Brendon Street, London, W1H 5HE
Barworks (City Road) Limited	England and Wales	08121756	42 Brendon Street, London, W1H 5HE
Barworks (Clerkenwell) Limited	England and Wales	04575984	42 Brendon Street, London, W1H 5HE
Barworks (Commercial St) Limited	England and Wales	09908229	42 Brendon Street, London, W1H 5HE
Barworks (Exmouth) Limited	England and Wales	05967885	42 Brendon Street, London, W1H 5HE
Barworks (Farringdon) Limited	England and Wales	08229038	42 Brendon Street, London, W1H 5HE
Barworks (Leonard Street) Limited	England and Wales	08397367	42 Brendon Street, London, W1H 5HE
Barworks (Stamford St) Limited	England and Wales	10274298	42 Brendon Street, London, W1H 5HE
Barworks Boutique Bedrooms Limited	England and Wales	06760177	42 Brendon Street, London, W1H 5HE

Good Life (Camden) Limited	England and Wales	06379569	42 Brendon Street, London, W1H 5HE
Good Life (Ganton St) Limited	England and Wales	05692309	42 Brendon Street, London, W1H 5HE
Urban Pubs & Bars 3 Limited	England and Wales	13657136	42 Brendon Street, London, W1H 5HE
Good Life (Dalston) Limited	England and Wales	06379560	42 Brendon Street, London, W1H 5HE

EXECUTION PAGES

For and on behalf of Barclays Bank PLC



Marc Romain
Head Wholesale Lending Operations

Acceding Chargors:

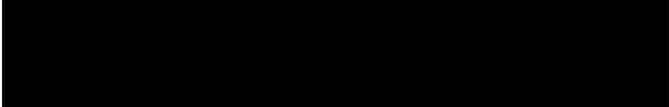
EXECUTED as a **DEED** by **Barworks (Angel) Limited** acting by two directors/a director and its secretary



Signature of Director

Malcolm Stuart Joseph Heap

Name of Director (in BLOCK CAPITALS)

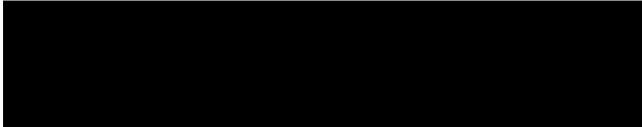


Signature of Director/Secretary

Nicholas David Pring

Name of Director/Secretary (in BLOCK CAPITALS)

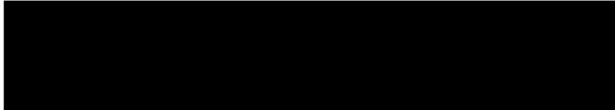
EXECUTED as a **DEED** by **Barworks (Brick Lane) Limited** acting by two directors/a director and its secretary



Signature of Director

Malcolm Stuart Joseph Heap

Name of Director (in BLOCK CAPITALS)



Signature of Director/Secretary

Nicholas David Pring

Name of Director/Secretary (in BLOCK CAPITALS)

EXECUTED as a **DEED** by **Barworks (City Road) Limited** acting by two directors/a director and its secretary



Signature of Director

Malcolm Stuart Joseph Heap

Name of Director (in BLOCK CAPITALS)

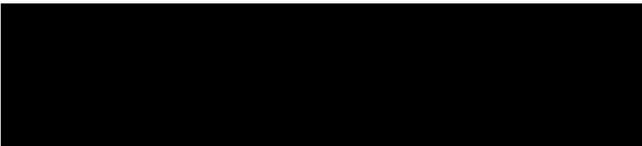


Signature of Director/Secretary

Nicholas David Pring

Name of Director/Secretary (in BLOCK CAPITALS)

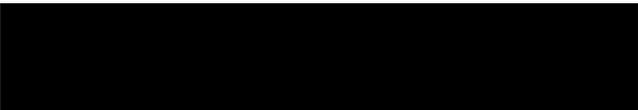
EXECUTED as a **DEED** by **Barworks (Clerkenwell) Limited** acting by two directors/a director and its secretary



Signature of Director

Malcolm Stuart Joseph Heap

Name of Director (in BLOCK CAPITALS)



Signature of Director/Secretary

Nicholas David Pring

Name of Director/Secretary (in BLOCK CAPITALS)

EXECUTED as a **DEED** by **Barworks (Commercial St) Limited** acting by two directors/a director and its secretary



Signature of Director

Malcolm Stuart Joseph Heap

Name of Director (in BLOCK CAPITALS)



Signature of Director/Secretary

Nicholas David Pring

Name of Director/Secretary (in BLOCK CAPITALS)

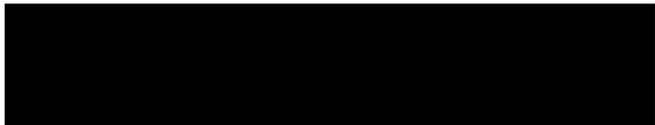
EXECUTED as a **DEED** by **Barworks (Exmouth) Limited** acting by two directors/a director and its secretary



Signature of Director

Malcolm Stuart Joseph Heap

Name of Director (in BLOCK CAPITALS)

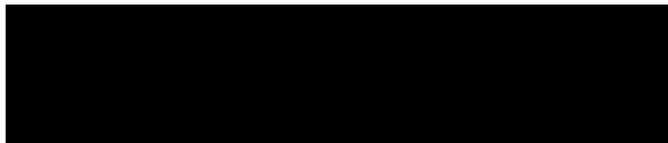


Signature of Director/Secretary

Nicholas David Pring

Name of Director/Secretary (in BLOCK CAPITALS)

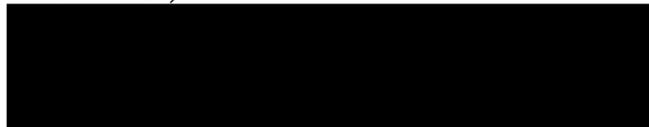
EXECUTED as a **DEED** by **Barworks (Farringdon) Limited** acting by two directors/a director and its secretary



Signature of Director

Malcolm Stuart Joseph Heap

Name of Director (in BLOCK CAPITALS)

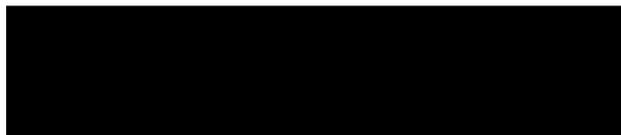


Signature of Director/Secretary

Nicholas David Pring

Name of Director/Secretary (in BLOCK CAPITALS)

EXECUTED as a **DEED** by **Barworks (Leonard Street) Limited** acting by two directors/a director and its secretary



Signature of Director

Malcolm Stuart Joseph Heap

Name of Director (in BLOCK CAPITALS)



Signature of Director/Secretary

Nicholas David Pring

Name of Director/Secretary (in BLOCK CAPITALS)

EXECUTED as a **DEED** by **Barworks (Stamford St) Limited** acting by two directors/a director and its secretary



Signature of Director

Malcolm Stuart Joseph Heap

Name of Director (in BLOCK CAPITALS)

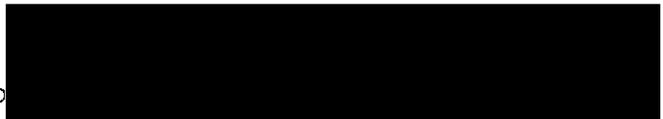


Signature of Director/Secretary

Nicholas David Pring

Name of Director/Secretary (in BLOCK CAPITALS)

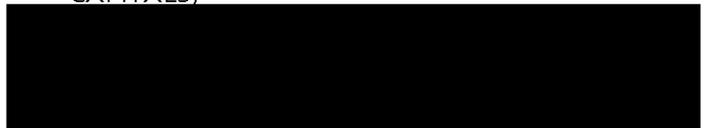
EXECUTED as a **DEED** by **Barworks Boutique Bedrooms Limited** acting by two directors/a director and its secretary



Signature of Director

Malcolm Stuart Joseph Heap

Name of Director (in BLOCK CAPITALS)



Signature of Director/Secretary

Nicholas David Pring

Name of Director/Secretary (in BLOCK CAPITALS)

EXECUTED as a **DEED** by **Good Life (Camden) Limited** acting by two directors/a director and its secretary



Signature of Director

Malcolm Stuart Joseph Heap

Name of Director (in BLOCK CAPITALS)

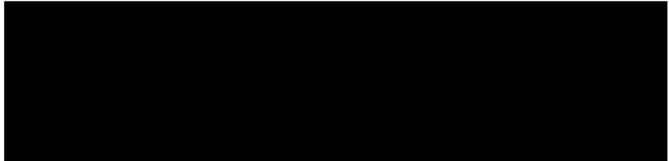


Signature of Director/Secretary

Nicholas David Pring

Name of Director/Secretary (in BLOCK CAPITALS)

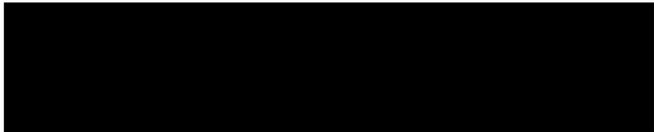
EXECUTED as a **DEED** by **Good Life (Ganton St) Limited** acting by two directors/a director and its secretary



Signature of Director

Malcolm Stuart Joseph Heap

Name of Director (in BLOCK CAPITALS)



Signature of Director/Secretary

Nicholas David Pring

Name of Director/Secretary (in BLOCK CAPITALS)

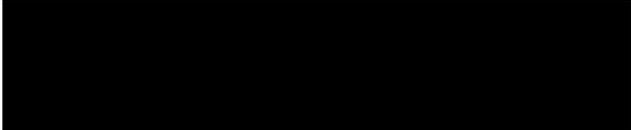
EXECUTED as a **DEED** by **Urban Pubs & Bars 3 Limited** acting by two directors/a director and its secretary



Signature of Director

Malcolm Stuart Joseph Heap

Name of Director (in BLOCK CAPITALS)



Signature of Director/Secretary

Nicholas David Pring

Name of Director/Secretary (in BLOCK CAPITALS)

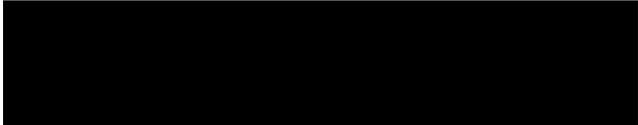
EXECUTED as a **DEED** by **Good Life (Dalston) Limited** acting by two directors/a director and its secretary



Signature of Director

Malcolm Stuart Joseph Heap

Name of Director (in BLOCK CAPITALS)



Signature of Director/Secretary

Nicholas David Pring

Name of Director/Secretary (in BLOCK CAPITALS)

The Agent:

EXECUTED as a **DEED** by **Urban Pubs & Bars Limited** acting by two directors/a director and its secretary



Signature of Director

Malcolm Stuart Joseph Heap

Name of Director (in BLOCK CAPITALS)



Signature of Director/Secretary

Nicholas David Pring

Name of Director/Secretary (in BLOCK CAPITALS)